

BILL NO. S-96-12-23 (AS AMENDED)

SPECIAL ORDINANCE NO. ~~G~~ ¹⁰⁻⁹⁷

AN ORDINANCE amending Special Ordinance No. S-69-96 which fixes the salaries of each and every appointed officer, employee, deputy assistant, departmental and institutional head of the Civil City and City Utilities of the City of Fort Wayne, Indiana for the year 1997.

WHEREAS, the City of Fort Wayne and the International Association of Machinists and Aerospace Workers Local Lodge #2569 have agreed to remove certain positions the from the bargaining unit; and

WHEREAS, pursuant to a prior ordinance, the City Council did classify employees of the Communications Department as "Confidential" employees as determined by City Ordinance G-16-92; and

WHEREAS, pursuant to a Letter Agreement between the International Association of Machinists Union, Local 2569 and the City of Fort Wayne, attached hereto and made a part hereof, said employees are "Confidential" and/or "Supervisory" employees; and

WHEREAS, the City Clerk's Office is adding the positions of Deferral Program/Assistant Violations Court Administrator and Parking Control Supervisor.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section titled Special Ordinance (S-69-96) is amended to reflect the following change:

ADD:

<u>LABOR GRADE</u>	<u>POSITION</u>
<u>CITY CLERK'S OFFICE</u>	
9	Parking Control Supervisor
7	Deferral Program/Assistant Violations Court Administrator

PARKS AND RECREATION

8	Office Manager/Reservation Coordinator
8	Secretary
8	Secretary/Bookkeeper
8	Support Specialist/Accounts Receivable
8	Support Specialist/Receptionist
7	Secretary
6	Receptionist/Typist
6	Reservation/Registration Clerk

FINANCE AND ADMINISTRATION

Civil City Accounting

9	Barrett Law Accountant
9	Financial Accountant
9	Financial Accountant/Investments
9	Fixed Assets Accountant
9	Financial-Accountant/Bank Reconciliations
6	Bookkeeper/Data Entry Clerk
5	Accounting Clerk/Receptionist

Purchasing Services

10	Bid Specialist/Buyer
9	Buyer
7	Data Entry Clerk

PUBLIC WORKS ADMINISTRATION

10	Administrative Assistant
9	Administrative Assistant

PUBLIC SAFETY

Communications

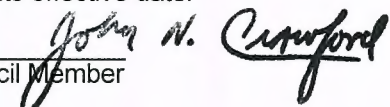
9	Training Coordinator
8	Training Coordinator <i>Dispatcher</i>
5	911 Call Taker

Weights and Measures

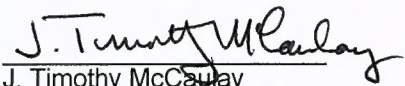
13

Weights and Measures Manager

SECTION 2. That this ordinance shall remain in full force and effect from and after its passage and any and all necessary approval by the Mayor and shall apply to all agreements entered only after its effective date.


Council Member

APPROVED AS TO FORM AND LEGALITY


J. Timothy McCauley
City Attorney (Corporation Counsel)

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Conference Room 128, City-County Building, Fort
Wayne, Indiana, on _____, the _____ day of _____
M., E.S.T. _____, 19____, at _____ 9'clock

DATED: 12-17-96 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BENDER	✓			
CRAWFORD	✓			
EDMONDS	✓			
HALL	✓			
HAYHURST	✓			
HENRY	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT				✓

DATED: 1-14-97 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-10-97
on the 14th day of January, 19 97

ATTEST: (SEAL)
Sandra E. Kennedy Thomas P. Helmke
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 15th day of January, 19 97,
at the hour of 11:30 o'clock A, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of January,
19 97, at the hour of 9:30 o'clock A M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

LETTER OF AGREEMENT

BETWEEN

THE CITY OF FORT WAYNE AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL 2569

December 13, 1996

VOTING OUT OF THE IAM BARGAINING UNIT

It is hereby agreed by and between the City of Fort Wayne and the International Machinists and Aerospace Workers, Local 2569 that, the following units will be allowed to vote as to whether or not they should remain in the bargaining unit represented by Local Lodge 2569:

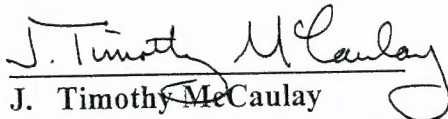
- Board of Public Works
- Detective Bureau Desk Person
- Fort Wayne Parks and Recreation
- Metropolitan Human Relations
- Police Academy
- Purchasing
- Weights & Measures

These votes shall be supervised by the City Clerk. Management and Union may each have one observer. The vote shall take place after union ratification on Wednesday, December 18, 1996 at 9:00 a.m. in the City Clerk's Office. The Parks Department vote will be conducted at the Parks Department Offices at a time to be set by the City Clerk. If a majority of the employees in a particular unit are unable to attend the scheduled vote, the vote shall be rescheduled by the City Clerk to a date and time at which a majority of the employees in the particular unit are available.

It is agreed that those positions which vote to leave the bargaining unit shall be considered confidential employees as determined by City Ordinance G-16-92, except that if the Weights and Measures Unit votes out, the position shall be considered supervisory.

A majority of those employees in a particular unit must vote to leave the bargaining unit before the particular unit is removed from the bargaining unit. If a majority of those employees in a particular unit vote to leave the bargaining unit, then the agreement shall be amended to delete the references to any positions removed from the bargaining unit.

FOR THE CITY:

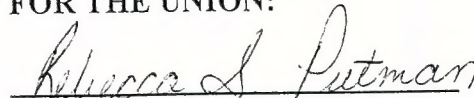

J. Timothy McCaulay

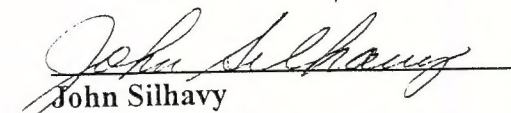
City Attorney


Payne D. Brown

Director of Public Safety/Human Resources

FOR THE UNION:


Rebecca Putman
President


John Silhavy
Union Business Representative

LAW DEPARTMENT MEMORANDUM

TO: MEMBERS OF COMMON COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL
SUBJECT: 1996 & 1997 SALARY ORDINANCE AMENDMENT
DATE: JANUARY 6, 1997

Listed below is a list of the employees being added to the 1996 and 1997 salary ordinance. These employees have voted out of the International Association of Machinists Union, Local Lodge #2569, deeming them confidential and/or *supervisory employees as defined in the attached Letter of Agreement:

<u>DIVISION/DEPT.</u>	<u>LABOR GRADE</u>	<u>JOB TITLE</u>
Finance/Purchasing	10	Bid Specialist/Buyer
Finance/Purchasing	9	Buyer
Finance/Purchasing	7	Data Entry Clerk
Division of Public Works	10	Administrative Assistant
Division of Public Works	9	Administrative Assistant
Parks and Recreation	8	Office Manager/Reservation Coord.
Parks and Recreation	8	Secretary
Parks and Recreation	8	Secretary/Bookkeeper
Parks and Recreation	8	Support Spec/Accts Rec.
Parks and Recreation	8	Support Spec/Receptionist
Parks and Recreation	7	Secretary
Parks and Recreation	6	Receptionist/Typist
Parks and Recreation	6	Reservation/Registration Clerk
Division of Public Safety	13	*Weights and Measures Manager
*Supervisory Employee		

Listed below is a list of the Communications Department employees deemed "Confidential" as determined by City Ordinance G-16-92:

9	Training Coordinator
8	Training Coordinator
5	911 Call Taker

Listed below is a list of employees the City of Fort Wayne and the International Association of Machinists And Aerospace Workers Local Lodge #2569 have agreed to remove from the bargaining unit:

Finance and Administration
Civil City Accounting

9
9
9
9
9
6
5

Barrett Law Accountant
Financial Accountant
Financial Accountant/Investments
Fixed Assets Accountant
Financial-Accountant/Bank Reconciliations
Bookkeeper/Data Entry Clerk
Accounting Clerk/Receptionist

There are two newly created positions that have been added to the 1997 salary ordinance.
They are as follows:

City Clerk (Supervisory)
City Clerk (Confidential)

9
7

Parking Control Supervisor
Deferral Program/Assistant Violations
Court Administrator

BILL NO. S-96-12 - 23

SPECIAL ORDINANCE NO. G-_____

AN ORDINANCE amending Special Ordinance No. S-69-96 which fixes the salaries of each and every appointed officer, employee, deputy assistant, departmental and institutional head of the Civil City and City Utilities of the City of Fort Wayne, Indiana for the year 1997.

WHEREAS, the City of Fort Wayne and the International Association of Machinists and Aerospace Workers Local Lodge #2569 have agreed to remove certain positions the from the bargaining unit; and

WHEREAS, pursuant to a prior ordinance, the City Council did classify employees of the Communications Department as "Confidential" employees as determined by City Ordinance G-16-92.

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section titled Special Ordinance (S-69-96) is amended to reflect the following change:

ADD:

FINANCE AND ADMINISTRATION

Civil City Accounting

<u>POSITION</u>	<u>LABOR GRADE</u>
Barrett Law Accountant	9
Financial Accountant	9
Financial Accountant/Investments	9
Fixed Assets Accountant	9
Financial Accountant/Bank Reconciliations	9
Bookkeeper/Date Entry Clerk	6

Accounting Clerk/Receptionist

5

PUBLIC SAFETY

Communications

Training Coordinator

9

Dispatcher

8

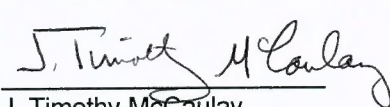
911 Call Taker

5

SECTION 2. That this ordinance shall remain in full force and effect from and after its passage and any and all necessary approval by the Mayor and shall apply to all agreements entered only after its effective date.


Council Member

APPROVED AS TO FORM AND LEGALITY


J. Timothy McCaulay
City Attorney (Corporation Counsel)

**LAW DEPARTMENT/LABOR
RELATIONS/J. TIMOTHY MCCAULAY**



Memo

To: MEMBERS OF COMMON COUNCIL

From: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL

Date: January 7, 1997

Re: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS LOCAL LODGE #2569/CIVIL CITY

Listed below is a summary of changes in the 1996-1998 agreement.

ARTICLE 11 - RECOGNITION

Section 2. Communications and Civil City Accounting positions have been deemed confidential in accordance with City Ordinance G-16-92. The Purchasing Department, Detective Bureau Desk, Board of Public Works, and Parks and Recreation have voted to be removed from the IAM Union. The Weights and Measures Inspector has also voted to be removed from the union deeming that position "supervisory" as defined in the attached Letter of Agreement".

ARTICLE IV - MANAGEMENT RIGHTS

Section 3. Policies. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be

notified at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI, Section 2.

ARTICLE V - UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Employees who are members of the bargaining unit, but do not wish to be members of the Union shall still pay a “representation” fee. The Union shall inform the City by January 1 of each year the amount of any annual “representation” fee if a change in the fee is required.

ARTICLE VI - UNION REPRESENTATION

Section 2. The employer will recognize three (3) committee members, no more than two (2) from any department of City Utilities in which a bargaining unit member is employed.

Section 9. Beginning in 1997, the City shall grant the union of “Time Bank” of 500 hours to be used at the union’s discretion annually by either members of the union’s Civil City bargaining unit or the union’s City Utilities bargaining unit. The 500 hours is the total for both units. Beginning in 1997, the “Time Bank” will be funded by Local Lodge 2569 or its members. No hours may be taken if an insufficient amount of dollars to cover the requested time is on deposit with the Controller’s Office. Said union time bank hours shall not be carried over from year to year; however, any unused cash deposits made by Local Lodge 2569 or its members may be carried over from year to year.

ARTICLE VII - GRIEVANCE AND ARBITRATION

Section 5. Back Pay: In the event back pay is awarded to an employee by virtue of the settlement of a grievance or an arbitration award, the Employer shall, in addition to all other statutory and customary withholdings, withhold, and forward to the Union, all unpaid unions dues, or representation fees, due for the period covered by the back pay award.

ARTICLE IX - TRANSFERS AND PROMOTIONS

Section 2. Bidding to City Utilities IAM position: Effective with the ratification of a new collective bargaining agreement, all current IAM employees of the Civil City will be allowed one successful bid to a City Utilities IAM job vacancy, provided that the exercise of that right is made during the life of this agreement, and this agreement only.

Employees who bid will not suffer a loss of seniority or other contractual benefits.

ARTICLE X - REDUCTION AND RESTORATION OF WORK FORCE

Section 2. Recall: No new help shall be hired until all employees have been recalled who meet the minimum qualifications. The Union shall be notified of any failure to recall based upon a lack of minimum qualifications.

Section 3. Bargaining Unit Split Bumping Rights. Employees affected by the creation of two collective bargaining units, City Utilities or Civil City, will be granted their seniority rights within that union, (IAM), during the life of this agreement and this agreement only. The employees affected may exercise those seniority rights over employees of other departments represented by the IAM, even though the department may be covered by a different collective bargaining agreement negotiated between the Civil City and or City Utilities and the IAM.

Section 5. City Garage. For the City Garage, the City shall require a private contractor to interview and give first priority to hire all Garage employees with more than fifteen (15) years experience in the Garage or a vehicle-mechanic-related position within the City, or who has at least one (1) valid A.S.E. certification at the time the private contractor becomes effective.

ARTICLE XV - VACATIONS

Section 1. (a) Employees who have completed the probationary period, shall from their date of hire accrue vacation at the rate of one and fifty-four hundredths (1.54) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a two (2) week (10 days) paid vacation on completion of one (1) year (fifty-two weeks) of service. Employees upon completion of their first six (6) months of service may, with supervisor approval, use vacation time as it is accrued. Time which has not been accrued may not be taken.

(b) During the subsequent period of continuous service, employees shall continue to accrue paid vacation described above in Section 1. However, on the anniversary of the employee's completion of five (5) or more years of continuous service, the employee shall accrue vacation at the rate of two and thirty-one hundredths (2.31) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a three (3) week (fifteen days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken. On the anniversary of the employees' completion of fourteen (14) or more years of continuous service, the employee shall accrue paid vacation at the rate of three and eight hundredths (3.08) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a four (4) week (twenty days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken.

- (c) Current employees who reach 20 years of service prior to or during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment of 40 hrs. x hr. rate. The choice must be made by June 1, on an annual basis.
- (d) Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carry-over shall be reimbursed to employee.

Section 2. An employee may sell back to the City accrued vacation in excess of 80 hours. All requests to sell vacation back to the City must be made prior to November 2 of any year and shall be paid in the first pay period in December.

ARTICLE XVIII - SICK LEAVE

Section 1. Employees hired after January 1, 1997, to the City of Fort Wayne shall accrue paid sick leave at the rate of one and fifty-four hundredths (1.54) hours per week for each week of employment during which the employee is in a PAY STATUS for any portion of the week.

However, if an employee is a member of this bargaining unit prior to January 1, 1997, and falls within one of the four categories of sick use abuse, the employee's paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during the period of abuse and for one year after removal from abuse status if the employee enters into an abuse status after January 1, 1998. If the employee enters into an abuse status prior to January 1, 1998, the employees paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during the period of abuse and for six months after removal from abuse status. If the employee enters into an abuse status prior to January 1, 1997, and the abuse status carries over past January 1, 1997, the employees paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week for the remaining period of abuse beginning on January 1, 1997.

Section 2 - Sick Time Abuse: Use of sick leave shall be deemed abusive under the following circumstances:

- 1) One or more occurrences of absence charged to sick leave per month over a period of six (6) consecutive months.
- 2) Four or more occurrences of absence charged to sick leave in any three (3) month period.
- 3) Maintaining a sick leave balance of less than forty (40) hours, through use of short, one or two-day absences charged to sick leave, for a period of three months or longer. (This provision shall not apply to employees with one (1) year or less of service to the City.)

- 4) Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.

Any employee who falls in any of the above four categories shall be notified in writing, with a copy to the Union, that she/he shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records or doctor's reports, for the purpose of extending the period of review prior to becoming subject to documentation requirements. Absences due to sickness or injury that are documented by medical records, or doctors reports shall not be counted as an occurrence. Absences due to the same illness or injury shall be counted as one (1) occurrence. Absences due to a Workers' Compensation Claim shall not be counted as an occurrence.

Section 3. Sick leave may be utilized for an absence due to the employee's sickness or injury or for any absence which qualifies for protection under the Family Medical Leave Act.

ARTICLE XIX - INSURANCE

1996 insurance rates for the basic health plan shall remain the same as 1995 rates. 1997 rates may not increase by more than 7% and 1998 rates may not increase by more than 10%. Members may participate in other City health plans at the rates set for participation in such plan. Effective January 1, 1996, Long Term Disability shall be paid at 60%

Effective January 1, 1997, each employee who, after six years of service, retires from the City shall receive a life insurance policy in the amount of ten thousand dollars (\$10,000) at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retirees' group health plan at the rate determined by the carrier.

ARTICLE XXI - SAFETY HEALTH AND SANITATION

Section 3. Where needed, the Employer shall pay up to one hundred and fifty dollars (\$150.00) within a two year period for the cost of an eye examination and industrial safety glasses as approved by the Risk Management Department, with receipt of purchase. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer. Where safety shoes are required, the Employer shall reimburse the employee the full actual cost of one pair of safety shoes per year when the employee provides the receipt for his purchase.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. No employee may be disciplined for being absent unless the absence constitutes a violation of Sick Leave Abuse Policy set forth in Article XVIII or the absence is for more than three (3) days without his supervisor being advised.

Notwithstanding any other provision herein, an employee who offers an explanation with respect to a request for a paid absence to be charged to sick leave that is false shall be subject to the following disciplinary action:

- (1) First Offense: Five (5) days off without pay
- (2) Second Offense: Termination

ARTICLE XXV - PERSONAL TIME

Section 1. For calendar year 1996, separate and independent of vacation and sick leave allowances, employees, upon completion of one year's service shall receive six (6) days personal time or seven days personal time upon completion of five (5) years of service.

Effective January 1, 1997, employees hired after December 31, 1996, commencing with the completion of one (1) year's service, will receive five (5) personal days per year. Employees hired prior to January 1, 1997, commencing with the completion of one (1) year's service, shall receive five (5) personal days and shall receive a longevity bonus equal to twenty-four (24) hours x hourly rate per year and every year thereafter based on eliminating one (1) personal day and the additional personal day offered at five years. This payment shall be made in the first pay period following the employee's anniversary date.

Personal time may be taken in (4) hour increments and employees may use up to sixteen hours in one hour increments.

ARTICLE XXVII - WAGES AND PROGRESSION

Section 6. The wage rate increases established by this contract will take effect the first pay period after approval of the contract by the City Council. Members of the bargaining unit employed on the date of the approval of the contract by the City Council are entitled to a signing bonus equal to the increase in the employee's last hourly rate x hours in a paid status for 1996.

WAGE SCHEDULES - Wage increases are as follows:

1996 - 2.5% over 1995 rates.

1997 - 3.0% over 1996 rates.

1998 - 3.0% over 1997 rates.

LETTER OF AGREEMENT

BETWEEN

THE CITY OF FORT WAYNE AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL 2569

December 13, 1996

VOTING OUT OF THE IAM BARGAINING UNIT

It is hereby agreed by and between the City of Fort Wayne and the International Machinists and Aerospace Workers, Local 2569 that, the following units will be allowed to vote as to whether or not they should remain in the bargaining unit represented by Local Lodge 2569:

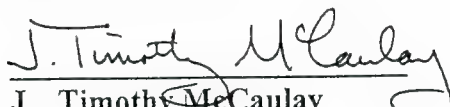
- Board of Public Works
- Detective Bureau Desk Person
- Fort Wayne Parks and Recreation
- Metropolitan Human Relations
- Police Academy
- Purchasing
- Weights & Measures


These votes shall be supervised by the City Clerk. Management and Union may each have one observer. The vote shall take place after union ratification on Wednesday, December 18, 1996 at 9:00 a.m. in the City Clerk's Office. The Parks Department vote will be conducted at the Parks Department Offices at a time to be set by the City Clerk. If a majority of the employees in a particular unit are unable to attend the scheduled vote, the vote shall be rescheduled by the City Clerk to a date and time at which a majority of the employees in the particular unit are available.

It is agreed that those positions which vote to leave the bargaining unit shall be considered confidential employees as determined by City Ordinance G-16-92, except that if the Weights and Measures Unit votes out, the position shall be considered supervisory.


A majority of those employees in a particular unit must vote to leave the bargaining unit before the particular unit is removed from the bargaining unit. If a majority of those employees in a particular unit vote to leave the bargaining unit, then the agreement shall be amended to delete the references to any positions removed from the bargaining unit.

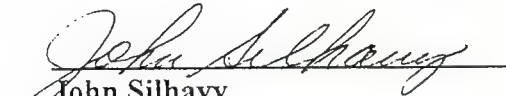
FOR THE CITY:


J. Timothy McCaulay
City Attorney


Payne D. Brown
Director of Public Safety/Human Resources

FOR THE UNION:


Rebecca Putman
President


John Silhavy
Union Business Representative



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1221

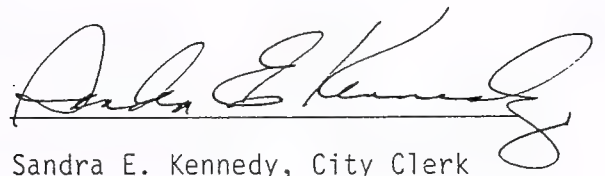
SANDRA E. KENNEDY, CITY CLERK

December 18, 1996

I Sandra E. Kennedy, City Clerk of the City of Fort Wayne, Indiana do certify that the following ballots were cast in my office on December 18, 1996 as follows:

<u>Department</u>	<u>Ballot Cast</u>
Weights & Measures	1 - I do not wish to remain a member of the bargaining unit/IAM
Purchasing	3 - I do not wish to remain a member of the bargaining unit/IAM
Police Academy	1 - I wish to remain a member of the bargaining unit/IAM
Metro	1 - I wish to remain a member of the bargaining unit/IAM
Detective Bureau - Desk	1 - I do not wish to remain a member of the bargaining unit/IAM
Board of Public Works	2 - I do not wish to remain a member of the bargaining unit/IAM

Dated and signed this day December 18, 1996.


Sandra E. Kennedy, City Clerk



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1221 • FAX 219-427-1371

SANDRA E. KENNEDY, CITY CLERK

December 18, 1996

I Sandra E. Kennedy, City Clerk of the City of Fort Wayne, Indiana do certify that the following ballots were cast at the Park Dept. at 705 E State Blvd. on December 18, 1996 as follows:

Parks Department

I wish to remain a member of the bargaining unit/IAM

3 votes

I do not wish to remain a member of the bargaining unit/IAM

6 votes

Dated and signed this December 18, 1996.

Sandra E. Kennedy, City Clerk

CIVIL CITY

PREAMBLE

The parties to this Agreement are the City of Fort Wayne, Indiana (“Employer”) and Local Lodge 2569, International Association of Machinists and Aerospace Workers (“Union”).

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. **However, nothing recited in this paragraph shall be construed to provide the sole basis for a grievance.**

ARTICLE I - PURPOSE

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions, and to establish a basis for the cooperative solution of industrial relations problems by responsible parties, to the end that a spirit of peace and cooperation be maintained. **However, nothing recited in this paragraph shall be construed to provide the sole basis for a grievance.**

ARTICLE II - RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of: all service, maintenance, professional, technical, office and clerical employees of the Civil City; all service, maintenance, professional, and civilian employees of the Police and Fire Departments; **except as provided in a letter of understanding dated December 18, 1996 and** excluding "Confidential" and "Supervisory" employees as determined by City Ordinance G-16-92, a copy of which is attached hereto as Addendum "A." Employees designated as "Professional" shall remain in the Unit unless a majority of those so designated elect to do otherwise in accordance with City Ordinance G-16-92. Nothing in this section shall require the Employer to recognize the Union as the exclusive representative of any current employees of the City who are not members of the bargaining unit as of the effective date of this Agreement.

Section 2. Employees excluded from recognition by the IAM shall include 1) those specifically covered by other labor agreements particularly: The International Union of Operating Engineers; Chauffeurs, Teamsters and Helpers Local Union No. 414; International Brotherhood of Firemen and Oilers; Office and Professional Employees International Union; International Association of Fire Fighters; Patrolmen's Benevolent Association; Fraternal Order of Police; International Brotherhood of Electrical Workers, 2) those employees working in the Mayor's Office, Public Information/Affairs, Citizen's Advocate, Personnel, Labor Relations, **Communications, Civil City Accounting, Purchasing, Detective Bureau Desk, Board of Public Works, Parks and Recreation** and Payroll Departments.

Section 3. Should a commonality of work exist between positions currently recognized within the bargaining unit, and any newly created positions, said "new" position shall become a part of the bargaining unit. If no commonality exists between newly created positions and those

currently recognized as IAM positions in Civil City, those positions may enter the bargaining unit pursuant to the City's Collective Bargaining Ordinance.

Section 4. "Seasonals" shall be defined as those individuals who are brought on to serve a particular function that can only be performed during a specific period of the year. Their tenure is not to exceed one hundred fifty (150) calendar days.

"Interns" are individuals who typically work for college credit or some nominal remuneration. These individuals are employed for a predetermined amount of time, generally, to complete a specific apprentice type of project.

Section 5. Individuals hired as CSOs (Community Services Officers-Police Department) on a part-time basis must be from one of the following classifications: seasonal, intern, retired police officers, or members of the police reserve. Individuals identified by at least one of the aforementioned classifications listed in this section shall not be considered eligible for union membership or union representation unless normally scheduled to work a minimum of 32 hours per week. CSOs covered by this agreement shall receive sick days, vacation days, and personal days equivalent to 80% of the days granted a 40 hour per week employee under this agreement. If the covered CSO works more than 32 hours per week, he shall be entitled to pro rata benefits for that week at a ratio equal to the ratio of the number of hours worked to forty (40). A covered CSO's date of hire shall be his seniority date for both City and Union purposes. CSOs covered by this agreement are eligible for the insurance benefits set forth in this agreement at the co-pay rates set forth in this agreement.

ARTICLE III - COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any governmental unit presently a unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer, or assignment of property owned, leased, managed, or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any Executive Department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for **just and sufficient** cause; to assign work and the number of

hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure, either upon promulgation or application of the rule in dispute. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI. Section 2.

Section 3. Policies. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified at least fifteen (15) working days in advance of the effective date, which copy shall be delivered to the Union President or the Chairperson of the committee established in Article VI, Section 2.

ARTICLE V — UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the Employer shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement shall either become a member of this Union and pay dues thereto or, in lieu thereof, shall pay an amount equal to the Union's initiation fee is and shall thereafter pay to the Union each month, either directly or through payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first day following completion of their probationary period, which shall be the employee's 91st day of employment.

Each member of the bargaining unit covered by this Agreement who has not become a member of the Union, or in lieu thereof has not tendered the equivalent of Union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the Union by certified mail, with a copy to the **Director of Public Safety/Human Resources**, that failure to pay either dues or Agency shop fees within ten (10) days following receipt of such notice "shall result in termination of employment.

If certified mail has been sent to last known address furnished to Union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract. The

Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit Covered by this Agreement whose employment is terminated because of any provision of this Article, or the Union, shall have any claim for loss of time, wages, or any other damages against the employer because of agreeing to this Article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the Union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards. **Employees who are members of the bargaining unit, but do not wish to be members of the Union shall still pay a "representation" fee. The Union shall inform the City by January 1 of each year the amount of any annual "representation" fee if a change in the fee is required.**

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein "shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall

include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

ARTICIE VI — UNION REPRESENTATION

Section 1. Upon prior notice to the **Director of Public Safety and Human Resources** or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The Employer will recognize **three (3)** committee members, **no more than two (2)** from any department of the Civil City in which a bargaining unit member is employed, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the Union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials, provided however, that no more than **one** committee members from the same department may be excused from regularly scheduled work time for processing any one

grievance through the arbitration of said grievance. Conferences for the handling of such business shall be held during normal day shift business hours of the Employer. The Employer will accommodate the Union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a steward will represent more than one department. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their supervisor, subject to the limitations set forth in Section 2. If necessary to go into another department, the steward will notify the supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort, in the processing of grievance matters, to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the Employee in the presence of a recognized steward of his right to Union representation.

Section 5. Nothing in this Article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a

unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Section 6. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the **Director of Public Safety and Human Resources**, or at his discretion his designated representative. Such employee shall be afforded the right to be accompanied and represented by two members of the Union Committee, his or her steward and/or full-time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City and/or Union needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges, in writing, at least three (3) working days prior to the hearing so that proper investigation and representation can be afforded the employee.

Section 8. Designated Union representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which allege violations of this Section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved in the

complaint. Where such investigations reveal there is reason to believe the Union representative's rights have been violated, the Employer will take necessary corrective action.

Section 9. **For 1996, the City shall grant the union a "Time Bank" of 800 hours to be used at the union's discretion annually. Said time bank shall not be carried over from year to year. Beginning in 1997, the City shall grant the union a "Time Bank" of 500 hours to be used at the union's discretion annually by either members of the union's Civil City bargaining unit or the union's City Utilities bargaining unit. The 500 hours is the total for both units. Beginning in 1997, the "Time Bank" will be funded by Local Lodge 2569 or its members. No hours may be taken if an insufficient amount of dollars to cover the requested time is on deposit with the Controller's Office. Said union time bank hours shall not be carried over from year to year; however, any unused cash deposits made by Local Lodge 2569 or its members may be carried over from year to year.**

ARTICLE VII - GRIEVANCE AND ARBITRATION

Section 1. **Grievance Defined:** A grievance shall mean, and be limited to, a difference of opinion between the Employer and the employee or employees, or the Union, concerning the Employer's compliance with a specific provision or provisions of this Agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the grievance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the grievance procedure set forth in this Article. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate

any of Steps 1 through 3 of the grievance procedure set forth in this Article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the Employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

Step 1. The grievance shall be written and presented by the aggrieved employee and/or Union representative to the Department Head responsible for the action which caused the grievance. The Department Head must give his/her written answer within three (3) working days, weekends and holidays excluded.

Step 2. If no satisfactory settlement is reached on Step 1 within three (3) working days, the grievance shall be in writing and advanced to Step 2 by the Union representative who will discuss' the grievance with the Division head. Within three (3) working days the Division head shall give his written answer.

Step 3. If no satisfactory Settlement is reached in Step 2, the Union shall forward the grievance within seven and one-half (7-1/2) working days to the **Director of Public Safety and Human Resources**. The **Director of Public Safety and Human Resources** will arrange to meet with the Union Committee within seven and one-half (7-1/2) working days after receipt of such grievance. Within seven and one-half (7-1/2) working days following, the **Director of Public Safety and Human Resources** will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of

such notification, the Employer and the Union shall request a panel of arbitrators from the Federal Mediation & Conciliation Service.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties, and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

The Union and the Employer shall equally share the fee of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 5. Back Pay: In the event back pay is awarded to an employee by virtue of the settlement of a grievance or an arbitration award, the Employer shall, in addition to all other statutory and customary withholdings, withhold, and forward to the Union, all unpaid union dues, or representation fees, due for the period covered by the back pay award.

ARTICLE VIII - SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit, from the most recent hiring date. "Hiring Date" as used herein, means the first day for which a seniority employee received pay. The Employer shall furnish the Union every month with a list of all employees in the bargaining unit **to be provided at City expense**, and every three months with an accurate list of all employees of the **Civil City**, cost to be borne by the Union.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employment. For Officers in Animal Control Departments, the term "Seniority Employee," as used in this Agreement, shall mean an Employee having completed one hundred eighty (180) calendar days of employment.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days, except Officers in Animal Control Departments, who shall serve a probationary period of one hundred eighty (180) days. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth. Employees who transfer into the bargaining unit shall serve a probationary period equal in length to the trial period as defined in Article IX.

Section 4. Administration of Seniority: In administering this Agreement, the principle of seniority shall be the determining factor in effecting layoffs, recalls, promotion, demotions, and in respect to other working conditions unless otherwise specifically stated in this Agreement.

An employee who transfers to a job outside the bargaining unit shall retain but not accumulate seniority during the time of such transfer. In the event such employee returns to the bargaining unit, he/she shall be entitled to whatever rights and privileges such retained seniority entitles him/her to without prejudice. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the Employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (A) The Employee quits.
- (B) The Employee retires.
- (C) The Employee is discharged.
- (D) The Employee is laid off for a period of more than eighteen (18) months.

- (E) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (F) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.

ARTICLE IX — TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies: Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the minimum qualifications and greatest seniority shall be given preference in filling job vacancies.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments of the Bargaining Unit for five (5) working days. Once a position has been vacated by an Employee, and the vacated position posted, the posting shall be good for only three (3) calendar months. If a position has not been filled by the Employer within three (3) months from date of expiration, then the job vacancy must be posted after the three (3) month expiration.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments within the bargaining unit shall be considered for the

job vacancy. In the event no bargaining unit employee submits a bid notice with resume for the vacancy, and there are no qualified bargaining unit employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee awarded a new job shall be transferred to the job awarded within fifteen (15) working days from the date of the expiration of the posted notice, or such other period of time agreed to by the Employer, the Union and the transferred employee. Employees assigned or transferred pursuant to this procedure or Sections 3 or 5 shall be given a trial period of thirty (30) working days to prove capabilities. Both the Employer and the Union Member shall have the same thirty (30) working days for either self disqualification or disqualification by the Employer.

1. Employees accepting jobs as Officers of the Animal Control Departments shall be given sixty (60) calendar days trial period. If the trial period exceeds sixty (60) calendar days, the employee shall remain on the job for one hundred twenty (120) calendar days in order to prove capability.

2. During the trial period, employees may disqualify themselves at the end of thirty (30) working days (60 days in the Animal Control Departments) and return to previous job.

- D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

E. This article may be amended or altered if agreement is attained on Skill Based Compensation.

Section 2. Bidding to City Utilities IAM position: Effective with the ratification of a new collective bargaining agreement, all current IAM employees of the Civil City will be allowed one successful bid to a City Utilities IAM job vacancy, provided that the exercise of that right is made during the life of this agreement, and this agreement only.”

Employees who bid will not suffer a loss of seniority or other contractual benefits.

Section 3. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he shall be paid the higher rated classification at the next higher increment to the rate he normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provisions of this Article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Transfer shall not continue beyond thirty (30) working days.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 of Article VIII. It is further agreed that in effecting temporary assignments or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer. A

temporary transfer is defined as any transfer that removes an employee from his/her seniority bid position.

Section 4. Vacancies Filled by Mutual Agreement: Notwithstanding any of the provisions of this Article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 5. Relocated Jobs: Whenever an employee's job is relocated and made an integral part of another department or Division, such employee shall have the option of transferring with such job or of remaining in the department or Division. If said employee remains in the department or Division, such relocated job and subsequent vacancies shall be posted in accordance with Section 1 and such employee may bump in accordance with Section 6.

Section 6. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Article X, Section 1 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful bidder is transferred.

Section 7. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement from one shift to another, shall be restricted from again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move.

ARTICLE X — REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section I, the last employee hired in the classification to be the first to be laid off and so on. In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X, Section 2.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available; availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address and/or telephone number supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his last address as supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given, he will be deemed to have voluntarily quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled **who meet the minimum qualifications. The Union shall be notified of any failure to recall based upon a lack of minimum qualifications.**

Section 3. Bargaining Unit Split Bumping Rights. Employees affected by the creation of two collective bargaining units, City Utilities or Civil City, will be granted their seniority rights within that union, (IAM), during the life of this agreement and this agreement only. The employees affected may exercise those seniority rights over employees of other departments represented by the IAM, even though the department may be covered by a different collective bargaining agreement negotiated between the Civil City or City Utilities and the IAM.

**ARTICLE XI
MANAGEMENT PERFORMANCE OF, OR CONTRACTING OUT,
WORK HISTORICALLY PERFORMED BY
BARGAINING UNIT EMPLOYEES**

Management shall have the right to perform, or subcontract work of a kind or nature historically performed by bargaining unit employees, so long as the following provisions are complied with:

1. No bargaining unit employees who have **five** or more years seniority **as of January 1, 1997** **other than those employed in the Garage**, and who are affected by any decision to have management so perform or contract work out will be offered less than 40 hours per week. No bargaining unit employees who have **five** or more years seniority **as of January 1, 1997**, and who are affected by any decision to have management perform, or to contract work out shall suffer a loss in pay or wage rate.
2. No bargaining unit employees who have **five** or more years seniority **as of January 1, 1997** **other than those employed in the Garage**, and who are affected by any decision to have management perform or contract work out shall suffer a loss in pay or wage rate.
3. No bargaining unit employees who have **five** or more years seniority **as of January 1, 1997** **other than those employed in the Garage**, and who are affected by any decision to have management so perform or contract work out shall be laid off.
4. Work performed by employees in positions designated as "Confidential," "Supervisory," or "Professional" by the Common Council in the year 1992 or thereafter pursuant to the provisions of Ordinance G-16-92 (see Addendum "A"), shall not be considered work of a kind or nature historically performed by bargaining unit employees.
5. **For the City Garage, the City shall require a private contractor to interview and give first priority to hire all Garage employees with more than fifteen (15) years experience in the Garage or a vehicle-mechanic-related position within the City, or who has at least one (1) valid A.S.E. certification at the time the private contractor becomes effective.**

ARTICLE XII - HOURS OF WORK

Section 1. The week shall consist of one hundred sixty-eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods. A "work" week shall begin at 12:01 a.m. Sunday and shall conclude at 12:00 midnight the following Saturday.

Section 2. The choice of work week available from those established by management shall be determined based on the SENIORITY of the employee. The core hours of the City shall be from 8:00 A.M. - 5:00 P.M., Monday through Friday. Work weeks designed to cover the core hours of the City may not begin prior to 6:30 A.M. nor end later than 6:00 P.M. Due to the nature of work in a department, management may assign second or third shifts, or weekend work. If work weeks involving second or third shifts, or weekend work, are established by management, it is agreed that the number of employees assigned to such work week schedule shall be the minimum necessary, in the opinion of management, to perform the work expected to be performed during second or third shifts or on weekends.

Once established, work week schedules may not be changed for the year established unless agreed to by the Employer and the Union. **Work** schedules must be set by December 1 of the prior year. Once the choice of work week has been determined for an employee in a particular position, it shall remain in effect until the next reevaluation, unless a hardship occurs for the employee or for management. Should it be determined that a hardship exists, it shall be resolved by mutual-agreement. No employee shall be required to work any schedule other than the 5/2 - eight (8) hours per day without his/her consent. However, consent once given cannot be withdrawn during the calendar year.

Section 3. Employees who must travel from the job site in order to purchase lunch shall be allotted fifteen additional minutes for such purposes which will be considered work time.

Section 4. Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes off to eat on or off the premises without loss of pay. The policy expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 5. A paid rest period of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest periods shall be free time for employees. The employees shall be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII - REPORT-IN TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department in which work of his classification is available, or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

ARTICLE XIV - CALL-OUT TIME

(a) A call-out occurs when an employee ends his/her work shift, goes home or goes to a non-work-related location, and receives a call to report to a work site.

(b) Additional calls received while the employee is on a call-out do not constitute new call-outs,

(c) An employee who, after the end of his/her normal work shift, is called and requested to report back to a work site shall be paid for all hours worked with a minimum of four (4) hours.

(d) If mutually agreeable to the department head and employee, on a case-by-case basis, compensatory time may be used to compensate in lieu of pay for call-outs.

ARTICLE XV - VACATIONS

Section 1. (a) Employees who have completed the probationary period, shall from their date of hire accrue vacation at the rate of one and fifty-four hundredths (1.54) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a two (2) week (10 days) paid vacation on completion of one (1) year (fifty-two weeks) of service. Employees upon completion of their first six (6) months of service may, with supervisor approval, use vacation time as it is accrued. Time which has not been accrued may not be taken.

(b) During the subsequent period of continuous service, employees shall continue to accrue paid vacation described above in Section 1. However, on the anniversary of the employee's completion of five (5) or more years of continuous service, the employee shall accrue vacation at the rate of two and thirty-one hundredths (2.31) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a three (3) week (fifteen days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken. On the anniversary of the employees' completion of fourteen (14) or more years of continuous service, the employee shall accrue paid vacation at the rate of three and eight hundredths (3.08) hours per calendar week in which the employee is in a pay status. Such accrual shall provide a four (4) week (twenty days) paid vacation which time may be used as it is accrued with supervisor approval. Time which has not been accrued may not be taken.

(c) Current employees who reach 20 years of service prior to or during the term of this agreement shall have the choice of taking a fifth week of vacation or receiving the longevity payment of 40 hrs. x hr rate. The choice must be made by June 1, on an annual basis.

(d) Unused vacation shall automatically be carried over into the next year. In no event will more than one year of vacation accrual be carried over. Amounts of more than one year carry-over shall be reimbursed to employee.

Section 2. An employee may sell back to the City accrued vacation in excess of 80 hours. All requests to sell vacation back to the City must be made prior to November 1 of any year and shall be paid in the first pay period in December.

Section 3. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority. (B) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. **Community Service Officers - Police Department may take their vacation time in one (1) hour increments. Notwithstanding any other provision herein, a civilian employee of the Police Department Records Bureau may not take vacation on a daily basis if the absence would result in more than 30% of the shift staff being absent.** All other vacations will be scheduled and taken in weekly increments

and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises. **Once a request in the Police Department Records Bureau has been made to use vacation on a daily basis and such request has been approved, said request cannot be canceled because a more senior employee made a subsequent request to use vacation on a daily basis or a personal day for the same day. Management may deny such later request if the request would result in more than 30% of the shift being absent even though the employee making the request has more seniority than the employee whose request had been previously approved.**

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs. Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him -during the calendar year in which he retired.

ARTICLE XVI - PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Section 2. Holidays During Vacation:- If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Weekends: Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work in continuously operating departments. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work in continuously operating departments. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday). The intent of this Section is to allow employees to receive five days pay for four days work. Therefore, employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above-named holidays shall be paid for at straight time based on the employee's regular rate plus the holiday pay, as provided in G-22-92, a copy of which is attached as Addendum "B."

Section 6. If a holiday falls on a 4/2 employee's day off, he/she shall receive no compensation notwithstanding any other provision of this Agreement.

ARTICLE XVII - LEAVE OF ABSENCE

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed one (1) year on account of illness. Personal leaves taken shall be without pay. Sick leaves will be paid in accordance with sick leave accrued. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer and the Union and if the facts justify, an extension up to six (6) months may be granted by mutual agreement, which in exceptional circumstances may be further extended by mutual agreement. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the matter may be handled under Article VII, Grievance and Arbitration procedure.

All applications for leave of absence shall be in writing and submitted to the Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior-written notice

cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year and will be renewed for additional periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absence.

Section 2. Military Leave All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year.

Section 4. Jury Duty: An employee, required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be. Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. However, if the employee is dismissed, in either capacity, by 12:00 noon, the employee shall report to work. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts

on a Monday morning. It shall be the responsibility of each such employee to present to his supervisor a copy of the court summons or subpoena and a weekly certificate from the Clerk of Court showing the days served as a juror or a witness and the amount paid for jury service.

NOTE: Employees required to appear as a witness in a court of law "shall not receive payment under this section if such appearance is related to their employment: with another employer.

Section 5. Death in Family: In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family shall be the spouse, children, step-children, parents, step-parents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren, whether of natural relationship or legally adopted or under legal guardianship of the employee.

In case of the death of an employee's aunt or uncle, the employee shall be granted one day funeral leave.

ARTICLE XVIII - SICK LEAVE

Section 1. Employees **hired prior to January 1, 1997 to the City of Fort Wayne** shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is in a PAY STATUS for any portion of the week. **Employees hired after January 1, 1997 to the City of Fort Wayne shall accrue paid sick leave at the rate of one and fifty-four hundredths (1.54) hours per week for each**

week of employment during which the employee is in a PAY STATUS for any portion of the week. Such sick leave accrual to begin on the first day of employment, providing however that probationary employees shall not be entitled to sick leave usage until satisfactory completion of ninety (90) calendar days. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation. **However, if an employee is a member of this bargaining unit prior to January 1, 1997 and falls within one of the four categories of sick use abuse, the employee's paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during the period of abuse and for one year after removal from abuse status if the employee entered the abuse status after January 1, 1998. Employees entering into an abuse status prior to January 1, 1998, the employees paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during the period of abuse and for six (6) months after removal from abuse status. If the employee enters into an abuse status prior to January 1, 1997, and the abuse status carries over past January 1, 1997, the employees paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week for the remaining period of abuse beginning on January 1, 1997. Employees retiring because of physical disability shall be entitled to exhaust sick leave accumulated prior to effecting disability retirement.**

Section 2 - Sick Time Abuse Use of sick leave shall be deemed abusive under the following circumstances:

- 1) One or more occurrences of absence charged to sick leave per month over a period of six (6) consecutive months.**
- 2) Four or more occurrences of absence charged to sick leave in any three (3) month period.**

- 3) Maintaining a sick leave balance of less than forty (40) hours, through use of short, one or two-day absences charged to sick leave, for a period of three months or longer. (This provision shall not apply to employees with one (1) year or less of service to the City)
- 4) Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.

Any employee who falls in any of the above four categories shall be notified in writing, with a copy to the Union, that she/he shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records or doctor's reports, for the purpose of extending the period of review prior to becoming subject to documentation requirements. Absences due to sickness or injury that are documented by medical records, or doctors reports shall not be counted as an occurrence. Absences due to the same illness or injury shall be counted as one (1) occurrence. Absences due to a Workers Compensation Claim shall not be counted as an occurrence.

Section 3. Sick leave may be utilized for an absence due to the employee's sickness or injury or for any absence which qualifies for protection under the Family Medical Leave Act. Sick leave also may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

Section 4. Employees reporting for work, and who subsequently become ill, shall be required to use sick leave or other paid leave only for hours of work missed. If such an employee has no available sick leave or other available paid leave, the employee shall be placed in a “no-pay” status for the remainder of the day and such “no-pay” status may not be used as the basis for the employee’s termination.

Section 5. Employees injured while in a duty status shall receive the Workmen's Compensation Benefits provided by State law.

Section 6. If a regular employee-is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift, including any applicable shift differential or other premium payment, during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury and the injury did not result in casting, suturing or overnight hospitalization, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and have 2/3 of the sick leave hours used restored to him/her. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under State worker's compensation laws and have 2/3 of the sick leave hours used restored to him/her.

If a regular employee is injured by an accident arising out of and in the course of his/her employment and the employee has exhausted all of his/her sick leave, the employee shall be entitled to no additional compensation from the Employer except those benefits provided under the State worker's compensation laws unless the injury resulted in casting, suturing or overnight hospitalization.

If the injury resulted in casting, suturing or overnight hospitalization, the employee shall be paid, in addition to those benefits provided under the State worker's compensation laws, the difference between the employee's normal straight time hourly or weekly wage rate and any such worker's compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

Section 7. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until medical certificate has been received by the employer. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 8. Upon retirement or upon resignation after ten (10) years of service, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

a.) \$1.00 for each hour up to 520 hours.

b.) 25% of the employee's normal straight time hourly rate for each accumulated hour over 520.

In lieu of "b" above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired or resigning employees under either I.C. 5-10-8-2.6 or COBRA, with credit given at 50% of the employee's normal straight time hourly rate for each accumulated hour over 520.

ARTICLE XIX - INSURANCE

The employer agrees that the basic \$250 deductible group insurance as well as the long-term disability program currently available to all bargaining unit employees, shall remain in full force and effect for the life of this Agreement. **1996 insurance rates for the basic health plan shall remain the same as 1995 rates. 1997 rates may not increase by more than 7% and 1998 rates may not increase by more than 10%. Members may participate in other City health plans at the rates set for participation in such plan. Effective January 1, 1996, Long Term Disability shall be paid at 60%.**

<u>CATEGORY</u>	<u>1996</u>	<u>1997</u>
Employee Only	\$31.25	\$33.50
Employee + 1	\$50.00	\$51.00
Family	\$77.50	\$83.00

If any other bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for **1997 and 1998**, the **1997 and 1998** rates set forth in this Agreement shall be modified to reflect any such lower rate (s).

Effective January 1, 1997, each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of **ten thousand dollars (\$10,000)** at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retirees' group health plan at the rate determined by the carrier.

ARTICLE XX - PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXI - SAFETY, HEALTH AND SANITATION

Section 1. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer, the Committee will consist of not more than **three (3)** members, **one (1)** appointed by the Employer and **two (2)** employees appointed by the Union. A meeting **may** be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the

Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Should a walk-around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. Uniform allowance for the Animal Control Officers will be \$500.00/year. Such payment will be made upon presentation of proof of purchase. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. **Where needed, the Employer shall pay up to one hundred and fifty dollars (\$150.00) within a two year period for the cost of an eye examination and industrial safety glasses as approved by the Risk Management Department, with receipt of purchase. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer.** Where safety shoes are required, the Employer shall reimburse the employee for **the full actual cost of one pair of safety shoes per year** when the employee provides the receipt for his purchase.

Section 4. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recognized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 6. No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are likely to be injurious to his health.

Section 7. The Employer shall provide an area as a designated break area for employees.

ARTICLE XXII - DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991, as well as the Equal Pay Act of 1963,

executive order 11246 as amended by 11375, the Age Discrimination in Employment Act of 1979 and the Americans with Disabilities Act will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement. However, if there is a conflict between any of the provisions of this Agreement and the requirements of the ADA, the requirements of the ADA shall prevail.

ARTICLE XXIII - BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the sole use of the Union for posting of matters relating to Union meetings and other Union matters.

ARTICLE XXIV - GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. **No employee may be disciplined for being absent unless the absence constitutes a violation of the Sick Leave Abuse Policy set forth in Article XVIII or the absence is for more than three (3) days without his supervisor being advised.** In addition thereto, it is agreed that any penalty imposed shall, within reason, be consistent with the offense committed. **Notwithstanding any other provision herein, an employee who offers an explanation with respect to a request for a paid absence to be charged to sick leave that is false shall be subject to the following disciplinary action:**

- 1. First Offense: Five (5) days off without pay.**
- 2. Second Offense: Termination**

The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the **Director of Public Safety and Human Resources** or his designee, or in failing to do so shall forfeit any right to take disciplinary action for such offense, except this may extend to twenty (20) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 3. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the stockroom to be checked out as the needs arise.

Section 4. Employees of this bargaining unit shall be supervised by and responsible to a designated supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's immediate supervisor, a supervisor will be designated in writing to fill in during his absence. This section shall not be construed to require supervision on the working premises at all times.

Section 5. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather, will be assigned to perform such work as the Employer can provide without regard to the classification within which such work normally would be scheduled and the Employer will not suffer any

executive order 11246 as amended by 11375, the Age Discrimination in Employment Act of 1979 and the Americans with Disabilities Act will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement. However, if there is a conflict between any of the provisions of this Agreement and the requirements of the ADA, the requirements of the ADA shall prevail.

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- 1. First Offense: Five (5) days off without pay.**
- 2. Second Offense: Termination**

grievance or additional liability for such action. For purposes of this section, inclement weather is defined as environmental conditions which subject the employee to unreasonable discomfort.

Section 6. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 7. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum amount allowed by City Council Ordinance.

Section 8. Employees, on travel assignments which necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 9. Employee's Address/Telephone Number: An employee shall, at all times, keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 10. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and-all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the

Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 11. The agreement shall be printed in booklet form at the expense of the Employer and the Union and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the area in which they are initially assigned.

Section 12. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

ARTICLE XXV - PERSONAL TIME

Section 1. For calendar year 1996, separate and independent of vacation and sick leave allowances, employees, upon completion of one year's service shall receive six (6) days personal time or seven days personal time upon completion of five (5) years of service.

Effective January 1, 1997, employees hired after December 31, 1996, commencing with the completion of one (1) year's service, will receive five (5) personal days per year.

Employees

hired prior to January 1, 1997, commencing with the completion of one (1) year's service, shall receive five (5) personal days and shall receive a longevity bonus equal to twenty-four (24) hours x hourly rate per year and every year thereafter based on eliminating one (1) personal day and the additional personal day offered at five years. This payment shall be made in the first pay period following the employee's anniversary date. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. **Notwithstanding any other provision herein, a civilian employee of the Police Department Records Bureau may not take personal time if the absence would result in more than 30% of the shift staff being absent. Once a request in the Police Department Records Bureau has been made to use personal time and such request has been approved, said request cannot be canceled because a more senior employee made a subsequent request to use vacation on a daily basis or a personal day for the same day. Management may deny such later request if the request would result in more than 30% of the shift being absent even though the employee making the request has more seniority than the employee whose request had been previously approved.** Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. Personal time may be taken in four (4) hour increments **and employees may use up to sixteen hours in one hour increments.** **Community Service Officers- in the Police Department may take their personal time in increments of one (1) hour.**

ARTICLE XXVI - OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. (1) Employees shall receive compensatory time for overtime worked as provided in G-22-92, a copy of which is attached as Addendum "B." (2) However, if mutually agreeable to the department head and employee, on a case by-case basis, an employee may be paid monetary compensation for overtime worked. (3) If the department head and employee are not able to reach agreement concerning the form of compensation to be given for overtime worked, the provision in Section 2 (1) above shall prevail.

A. Compensatory time to be accrued at one and one-half (1-1/2) times the hours actually worked in excess of forty (40) in any seven (7) day work cycle. Paid leave, other than the use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base.

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Persons on vacation, personal time, or compensatory time shall not be forced to work overtime.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Employer as follows:

A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.

B. The employees within a classification are the only employees qualified to perform the work.

However, where this exception creates continuing imbalances, additional employees will be trained.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift (7:00

a.m.) on Thursday.) Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Employees shall receive pay for any overtime hours in excess of 120, unless the employee and department head mutually agree to accrue earned compensatory time in excess of the 120-hour cap. A minimum of two (2) days per month shall be granted to an employee who requests use of compensatory time twenty four (24) hours or more in advance, subject to staffing needs. Said use of time shall be granted on a first come, first served basis.

Section 10. Any employee transferred to another department who has unused compensatory time will carry such compensatory time to their new department. Compensatory time must be scheduled at least one day in advance except for emergencies.

ARTICLE XXVII - WAGES AND PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New hires under this Agreement shall be hired at the starting rate of the Labor Grade within which the classification is hereinafter listed. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any

deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. Employees who bid and are awarded a position with a higher or lower labor grade shall be slotted in the entry step of the higher or lower labor grade. Employees completing nine (9) calendar months of service within that classification shall then move to the maximum level. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the entry level of the lower grade. Employees transferred to an equal labor grade shall retain their rate of pay.

Employees bumping laterally or down shall be placed in the level of the lower labor grade nearest the rate previously held.

Section 4. Any employee, working a schedule where the majority of hours worked in a given working day are between 3:00 p.m. and 7:00 a.m., shall be considered working on a night shift and shall be paid thirty-five (35) cents an hour bonus for the complete time worked in any continuous twenty-four-hour period.

Section 5. In keeping with the City's wage system the incremental salaries appearing in Schedules A, B, **and** C of this Agreement will constitute the wage agreement for the life of this contract.

Section 6. In addition to the wages outlined in Schedules A, B, **and** C, the City shall also pay, as a benefit to the employee, the employee's share of PERF for the life of this contract.

Section 7. The wage rate increase established in this agreement will take effect the first pay period after City Council approval. Members of the bargaining unit employed on the date of approval of this agreement by City Council shall receive a signing bonus. The signing bonus shall be equal to the increase in the employee's last hourly rate x hours in a

paid status for 1996. If City Council approval is not obtained until after January 1, 1997, the wages established in this agreement for 1997 will take effect retroactive to January 1, 1997.

ARTICLE XXVIII - DURATION AND CHANGE

Section 1. This Agreement shall become-effective 12:01 a.m. January 1, 1996, and shall remain in full force and effect until midnight December 31, 1998, and from year to year thereafter unless either party shall, at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives on this day of _____, 199__.

FOR THE CITY:

Paul Helmke
Mayor

J. T. McCaulay
City Attorney

Payne D. Brown
Director of Public Safety and Human Resources

FOR THE UNION:

Rebecca S. Putman
President

Kenneth B. Stempien
Committee Member

Ronald W. Sheppard
Committee Member

Timothy R. Riemke
Committee Member

IAM AW LODGE 2569
APPENDIX A - 1996
CIVIL CITY

<u>DEPARTMENT AND POSITION TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>
	<u>1996</u>	
METRO HUMAN RELATIONS		
SECRETARY VIII	11.33	11.92
 PUBLIC WORKS		
STREET ENGINEERING		
DESIGN ENGINEER	15.96	16.69
PROJECT ENGINEER	15.96	16.69
ENGINEERING COORDINATOR	15.19	15.89
SECRETARY VIII	11.33	11.92
 TRAFFIC ENGINEERING		
PROJECT ENGINEER	15.96	16.69
ENGINEERING COORDINATOR	15.19	15.89
SIGNAL ELECTRICIAN	13.58	14.30
DATA PROCESSING TECHNICIAN	12.83	13.52
ENGINEERING TECHNICIAN	12.83	13.52
SIGN & MARKING LEADER	12.83	13.52
SIGN MARKING SPECIALIST	12.08	12.72
SIGN/MKG ELECT TECH APPRENTICE	12.08	12.72
CLERK/BOOKKEEPER	11.33	11.92
 GARAGE		
DIAGNOSTIC TECHNICIAN	13.58	14.30
SENIOR MECHANIC	12.83	13.52
WELDER	12.83	13.52
SMALL ENGINE REPAIR MECHANIC	12.08	12.72
STOCKROOM KEEPER	12.08	12.72
CLERK/BOOKKEEPER	11.33	11.92
BUILDING SERVICE PERSON	9.80	10.33
 STREET LIGHT		
DESIGN ENGINEER	15.19	15.89
JUNIOR ENGINEER	14.35	15.11
MATERIALS CONTROL/OFFICE COORD	14.35	15.11
MAINTENANCE ELECTRICIAN	13.58	14.30
ASST STOCKROOM CLERK	12.83	13.52
TECHNICIAN	12.83	13.52
OPERATOR/REPAIR PERSON	12.08	12.72
TECHNICAL AIDE	10.59	11.13
SECRETARY V/RECEPTIONIST	9.07	9.56
 TECHNICAL SERVICES		
DRAFTING DIVISION CHIEF	15.96	16.69
INSPECTION DIVISION CHIEF	15.96	16.69
SURVEY DIVISION CHIEF	15.96	16.69

CIVIL CITY	STEP 1	STEP 2
<u>DEPARTMENT AND POSITION TITLE</u>	<u>1996</u>	
LAND ACQUISITION AGENT	15.19	15.89
WORKING LEADER	15.19	15.89
COST ACCOUNTANT	14.35	15.11
DRAFTING TECHNICIAN A	14.35	15.11
INSPECTOR A	14.35	15.11
SURVEY PARTY CHIEF A	14.35	15.11
DRAFTING TECHNICIAN B	12.83	13.52
INSPECTOR B	12.83	13.52
ENGINEERING TECHNICIAN IX	12.08	12.72
PHOTOGRAPHICS/VIDEO TECH	12.08	12.72
SECRETARY VIII	11.33	11.92
ENGINEER TECHNICIAN VII	10.59	11.13
REPRODUCTION OPERATOR	11.33	11.92
RIGHT-OF-WAY		
ENFORCEMENT OFFICER/INSPECTOR	15.19	15.89
INSPECTOR/TECHNICIAN	13.58	14.30
CLERK/TECHNICIAN	12.83	13.52
COMMUNITY, ECONOMIC DEVELOPMENT		
COMMUNITY, ECONOMIC DEVELOPMENT		
RESIDENTIAL CONST ENGINEER	14.35	15.11
CODE ENFORCEMENT OFFICER	13.58	14.30
LOAN PROCESSING SPECIALIST	13.58	14.30
ASST GRAPHIC DESIGNER	12.83	13.52
DELINQUENT ACCTS OFFICER	12.83	13.52
LAND USE/OFFICE CO-ORDINATOR	12.83	13.52
ENFOR/RECORDS SP-SECTION 8	12.08	12.72
STAFF BOOKKEEPER	12.08	12.72
ASSISTANT OFFICE COORD	11.33	11.92
ABANDONED VEHICLE INSPECTOR	11.33	11.92
AV CLERK/HEARING SPECIALIST	11.33	11.92
ENFORCEMENT SPECIALIST	11.33	11.92
CASE SYSTEM SPECIALIST	10.59	11.13
ENFOR-SERV SPECIALIST DISPATCH	9.80	10.33
RECEPTIONIST/TYPIST	9.80	10.33
PUBLIC SAFETY		
ANIMAL CONTROL		
ANIMAL CONTROL OFFICER	12.83	13.52
GENERAL MAINTENANCE	9.80	10.33
CLERK TYPIST	9.80	10.33
ANIMAL CARE SPECIALIST	9.80	10.33
POLICE DEPARTMENT		
CLERK TYPIST/COMPUTER TECH	11.33	11.92
CONFIDENTIAL STENO TYPIST	11.33	11.92

<u>DEPARTMENT AND POSITION TITLE</u>	CIVIL CITY	<u>STEP 1</u>	<u>STEP 2</u>
		1996	
SECRETARY VIII		11.33	11.92
CLERK TYPIST/DATA ENTRY		10.59	11.13
CIVILIAN MAINTENANCE		9.80	10.33
GENERAL MAINTENANCE		9.80	10.33
PAYROLL CLERK		9.80	10.33
TELESERVICE CLERK		9.80	10.33
RECEPTIONIST		9.07	9.56
SECRETARY V/RECEPTIONIST		9.07	9.56
COMMUNITY SERVICE OFFICER		10.33	10.86
FIRE DEPARTMENT			
SENIOR MECHANIC		14.35	15.11
MECHANIC		12.83	13.52
CLERK TYPIST/COMPUTER TECH		10.59	11.13
SECRETARY VII		10.59	11.13
SUPPLY OFFICER		10.59	11.13
SECRETARY V		9.07	9.56
PARKING ADMINISTRATION			
PARKING CONTROL OFFICER II		12.08	12.72
PARKING CONTROL OFFICER III		10.59	11.13
PARKING CONTROL OFFICIER V		9.07	9.56

IAM AW LODGE 2569

APPENDIX B - 1997

CIVIL CITY

STEP 1

STEP 2

1997

DEPARTMENT AND POSITION TITLE

METRO HUMAN RELATIONS

SECRETARY VIII

11.67

12.28

PUBLIC WORKS

STREET ENGINEERING

DESIGN ENGINEER

16.44

17.19

PROJECT ENGINEER

16.44

17.19

ENGINEERING COORDINATOR

15.65

16.37

SECRETARY VIII

11.67

12.28

TRAFFIC ENGINEERING

PROJECT ENGINEER

16.44

17.19

ENGINEERING COORDINATOR

15.65

16.37

SIGNAL ELECTRICIAN

13.99

14.73

DATA PROCESSING TECHNICIAN

13.21

13.93

ENGINEERING TECHNICIAN

13.21

13.93

SIGN & MARKING LEADER

13.21

13.93

SIGN MARKING SPECIALIST

12.44

13.10

SIGN/MKG ELECT TECH APPRENTICE

12.44

13.10

CLERK/BOOKKEEPER

11.67

12.28

GARAGE

DIAGNOSTIC TECHNICIAN

13.99

14.73

SENIOR MECHANIC

13.21

13.93

WELDER

13.21

13.93

SMALL ENGINE REPAIR MECHANIC

12.44

13.10

STOCKROOM KEEPER

12.44

13.10

CLERK/BOOKKEEPER

11.67

12.28

BUILDING SERVICE PERSON

10.09

10.64

STREET LIGHT

DESIGN ENGINEER

15.65

16.37

JUNIOR ENGINEER

14.78

15.56

MATERIALS CONTROL/OFFICE COORD

14.78

15.56

MAINTENANCE ELECTRICIAN

13.99

14.73

ASST STOCKROOM CLERK

13.21

13.93

TECHNICIAN

13.21

13.93

OPERATOR/REPAIR PERSON

12.44

13.10

TECHNICAL AIDE

10.91

11.46

SECRETARY V/RECEPTIONIST

9.34

9.85

TECHNICAL SERVICES

DRAFTING DIVISION CHIEF

16.44

17.19

INSPECTION DIVISION CHIEF

16.44

17.19

SURVEY DIVISION CHIEF

16.44

17.19

DEPARTMENT AND POSITION TITLE	CIVIL CITY	STEP 1	STEP 2
		1997	
LAND ACQUISITION AGENT		15.65	16.36
WORKING LEADER		15.65	16.36
COST ACCOUNTANT		14.78	15.56
DRAFTING TECHNICIAN A		14.78	15.56
INSPECTOR A		14.78	15.56
SURVEY PARTY CHIEF A		14.78	15.56
DRAFTING TECHNICIAN B		13.21	13.93
INSPECTOR B		13.21	13.93
ENGINEERING TECHNICIAN IX		12.44	13.10
PHOTOGRAPHICS/VIDEO TECH		12.44	13.10
SECRETARY VIII		11.67	12.28
ENGINEER TECHNICIAN VII		10.91	11.47
REPRODUCTION OPERATOR		11.67	12.28
RIGHT-OF-WAY			
ENFORCEMENT OFFICER/INSPECTOR		15.65	16.37
INSPECTOR/TECHNICIAN		13.99	14.73
CLERK/TECHNICIAN		13.21	13.93
COMMUNITY, ECONOMIC DEVELOPMENT			
COMMUNITY, ECONOMIC DEVELOPMENT			
RESIDENTIAL CONST ENGINEER		14.78	15.56
CODE ENFORCEMENT OFFICER		13.99	14.73
LOAN PROCESSING SPECIALIST		13.99	14.73
ASST GRAPHIC DESIGNER		13.22	13.93
DELINQUENT ACCTS OFFICER		13.22	13.93
LAND USE/OFFICE CO-ORDINATOR		13.22	13.93
ENFOR/RECORDS SP-SECTION 8		12.45	13.10
STAFF BOOKKEEPER		12.45	13.10
ASSISTANT OFFICE COORD		11.67	12.28
ABANDONED VEHICLE INSPECTOR		11.67	12.28
AV CLERK/HEARING SPECIALIST		11.67	12.28
ENFORCEMENT SPECIALIST		11.67	12.28
CASE SYSTEM SPECIALIST		10.91	11.47
ENFOR-SERV SPECIALIST DISPATCH		10.09	10.64
RECEPTIONIST/TYPIST		10.09	10.64
PUBLIC SAFETY			
ANIMAL CONTROL			
ANIMAL CONTROL OFFICER		13.21	13.93
GENERAL MAINTENANCE		10.09	10.64
CLERK TYPIST		10.09	10.64
ANIMAL CARE SPECIALIST		10.09	10.64
POLICE DEPARTMENT			
CLERK TYPIST/COMPUTER TECH		11.67	12.28
CONFIDENTIAL STENO TYPIST		11.67	12.28

DEPARTMENT AND POSITION TITLE	CIVIL CITY	STEP 1	STEP 2
		1997	
SECRETARY VIII		11.67	12.28
CLERK TYPIST/DATA ENTRY		10.91	11.47
CIVILIAN MAINTENANCE		10.09	10.64
GENERAL MAINTENANCE		10.09	10.64
PAYROLL CLERK		10.09	10.64
TELESERVICE CLERK		10.09	10.64
RECEPTIONIST		9.34	9.85
SECRETARY V/RECEPTIONIST		9.34	9.85
COMMUNITY SERVICE OFFICER		10.64	11.19
FIRE DEPARTMENT			
SENIOR MECHANIC		14.78	15.56
MECHANIC		13.21	13.93
CLERK TYPIST/COMPUTER TECH		10.91	11.47
SECRETARY VII		10.91	11.47
SUPPLY OFFICER		10.91	11.47
SECRETARY V		9.34	9.85
PARKING ADMINISTRATION			
PARKING CONTROL OFFICER II		12.44	13.10
PARKING CONTROL OFFICER III		10.91	11.47
PARKING CONTROL OFFICIER V		9.34	9.85

IAM AW LODGE 2569
APPENDIX C -1998
CIVIL CITY

<u>DEPARTMENT AND POSITION TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>
	<u>1998</u>	
METRO HUMAN RELATIONS		
SECRETARY VIII	12.02	12.65
 PUBLIC WORKS		
STREET ENGINEERING		
DESIGN ENGINEER	16.93	17.71
PROJECT ENGINEER	16.93	17.71
ENGINEERING COORDINATOR	16.12	16.86
SECRETARY VIII	12.02	12.65
 TRAFFIC ENGINEERING		
PROJECT ENGINEER	16.93	17.71
ENGINEERING COORDINATOR	16.12	16.86
SIGNAL ELECTRICIAN	14.41	15.17
DATA PROCESSING TECHNICIAN	13.61	14.35
ENGINEERING TECHNICIAN	13.61	14.35
SIGN & MARKING LEADER	13.61	14.35
SIGN MARKING SPECIALIST	12.82	13.49
SIGN/MKG ELECT TECH APPRENTICE	12.82	13.49
CLERK/BOOKKEEPER	12.02	12.65
 GARAGE		
DIAGNOSTIC TECHNICIAN	14.41	15.17
SENIOR MECHANIC	13.61	14.35
WELDER	13.61	14.35
SMALL ENGINE REPAIR MECHANIC	12.81	13.49
STOCKROOM KEEPER	12.81	13.49
CLERK/BOOKKEEPER	12.02	12.65
BUILDING SERVICE PERSON	10.39	10.96
 STREET LIGHT		
DESIGN ENGINEER	16.12	16.86
JUNIOR ENGINEER	15.22	16.03
MATERIALS CONTROL/OFFICE COORD	15.22	16.03
MAINTENANCE ELECTRICIAN	14.41	15.17
ASST STOCKROOM CLERK	13.61	14.35
TECHNICIAN	13.61	14.35
OPERATOR/REPAIR PERSON	12.81	13.49
TECHNICAL AIDE	11.24	11.80
SECRETARY V/RECEPTIONIST	9.62	10.15
 TECHNICAL SERVICES		
DRAFTING DIVISION CHIEF	16.93	17.71
INSPECTION DIVISION CHIEF	16.93	17.71
SURVEY DIVISION CHIEF	16.93	17.71

	CIVIL CITY	STEP 1	STEP 2
<u>DEPARTMENT AND POSITION TITLE</u>		<u>1998</u>	
LAND ACQUISITION AGENT		16.12	16.86
WORKING LEADER		16.12	16.86
COST ACCOUNTANT		15.22	16.03
DRAFTING TECHNICIAN A		15.22	16.03
INSPECTOR A		15.22	16.03
SURVEY PARTY CHIEF A		15.22	16.03
DRAFTING TECHNICIAN B		13.61	14.34
INSPECTOR B		13.61	14.34
ENGINEERING TECHNICIAN IX		12.81	13.49
PHOTOGRAPHICS/VIDEO TECH		12.81	13.49
SECRETARY VIII		12.02	12.65
ENGINEER TECHNICIAN VII		11.24	11.81
REPRODUCTION OPERATOR		12.02	12.65
RIGHT-OF-WAY			
ENFORCEMENT OFFICER/INSPECTOR		16.12	16.86
INSPECTOR/TECHNICIAN		14.41	15.17
CLERK/TECHNICIAN		13.61	14.34
<i>COMMUNITY, ECONOMIC DEVELOPMENT</i>			
COMMUNITY, ECONOMIC DEVELOPMENT			
RESIDENTIAL CONST ENGINEER		15.22	16.03
CODE ENFORCEMENT OFFICER		14.41	15.17
LOAN PROCESSING SPECIALIST		14.41	15.17
ASST GRAPHIC DESIGNER		13.61	14.34
DELINQUENT ACCTS OFFICER		13.61	14.34
LAND USE/OFFICE CO-ORDINATOR		13.61	14.34
ENFOR/RECORDS SP-SECTION 8		12.81	13.49
STAFF BOOKKEEPER		12.81	13.49
ASSISTANT OFFICE COORD		12.02	12.65
ABANDONED VEHICLE INSPECTOR		12.02	12.65
AV CLERK/HEARING SPECIALIST		12.02	12.65
ENFORCEMENT SPECIALIST		12.02	12.65
CASE SYSTEM SPECIALIST		11.24	11.81
ENFOR-SERV SPECIALIST DISPATCH		10.39	10.96
RECEPTIONIST/TYPIST		10.39	10.96
<i>PUBLIC SAFETY</i>			
ANIMAL CONTROL			
ANIMAL CONTROL OFFICER		13.61	14.34
GENERAL MAINTENANCE		10.39	10.96
CLERK TYPIST		10.39	10.96
ANIMAL CARE SPECIALIST		10.39	10.96
POLICE DEPARTMENT			
CLERK TYPIST/COMPUTER TECH		12.02	12.65
CONFIDENTIAL STENO TYPIST		12.02	12.65

<u>DEPARTMENT AND POSITION TITLE</u>	CIVIL CITY	<u>STEP 1</u>	<u>STEP 2</u>
		<u>1998</u>	
SECRETARY VIII		12.02	12.65
CLERK TYPIST/DATA ENTRY		11.24	11.81
CIVILIAN MAINTENANCE		10.39	10.96
GENERAL MAINTENANCE		10.39	10.96
PAYROLL CLERK		10.39	10.96
TELESERVICE CLERK		10.39	10.96
RECEPTIONIST		9.62	10.15
SECRETARY V/RECEPTIONIST		9.62	10.15
COMMUNITY SERVICE OFFICER		10.96	11.53
FIRE DEPARTMENT			
SENIOR MECHANIC		15.22	16.03
MECHANIC		13.61	14.34
CLERK TYPIST/COMPUTER TECH		11.24	11.81
SECRETARY VII		11.24	11.81
SUPPLY OFFICER		11.24	11.81
SECRETARY V		9.62	10.15
PARKING ADMINISTRATION			
PARKING CONTROL OFFICER II		12.81	13.49
PARKING CONTROL OFFICER III		11.23	11.81
PARKING CONTROL OFFICIER V		9.62	10.15

AN ORDINANCE ESTABLISHING
STANDARDS FOR THE PAYMENT OF
PREMIUM PAY UNDER THE CITY'S
COLLECTIVE BARGAINING
AGREEMENTS

WHEREAS, the Civil City and City Utilities paid more than one million dollars (\$1,000,000.00) in overtime premiums in 1991; and

WHEREAS, a significant amount of those payments result from provisions within collective bargaining agreements more generous than the federal Fair Labor Standards Act; and

WHEREAS, the City Council has requested that the City administration explore ways of reducing expenses in both the Civil City and City Utilities; and

WHEREAS, reducing overtime premiums would be one such method;

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. A new Section 20-16(n) is added to the Fort Wayne City Code to read as follows:

(n) Limitations on overtime and holiday pay premiums: Payments for work in excess of the employee's work schedule shall be governed by the federal Fair Labor Standards Act. Payment of, or compensation time equal to, one and one-half (1½) times the employee's regular hourly rate, or hours worked, shall be limited to hours actually worked in excess of forty (40) in any seven (7) day work cycle. Paid leave, other than use of earned compensatory time and holidays, shall not be counted toward the forty (40) hour base. Double time may be paid for holiday work. Hours actually worked on a designated holiday may qualify for a premium payment, or compensation time equal to, two times the employee's regular

hourly rate, or hours worked.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor and shall apply to all agreements entered into after its effective date.

Clitus R Edmonds
Council Member

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Read the first time in full and on motion by William
seconded by William and duly adopted, read the second time by
title and referred to the Committee on Regulation (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Common Council Conference Room 128, City-County
Building, Fort Wayne, Indiana, on _____, the _____ day
of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 3-10-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt
seconded by _____, and duly adopted, placed on its passage.
PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>	<u>3</u>	<u>1</u>	
BRADBURY		<u>✓</u>		
EDMONDS		<u>✓</u>		
GiaQUINTA			<u>✓</u>	
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO		<u>✓</u>		

DATED: 5-26-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 5-22-92
on the 26th day of May, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of May, 1992
at the hour of 3:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May,
1992, at the hour of 11:45 o'clock A M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

AN ORDINANCE PROVIDING
DEFINITIONS OF THE TERMS
"CONFIDENTIAL EMPLOYEE,"
"PROFESSIONAL EMPLOYEE,"
AND "SUPERVISORY EMPLOYEE"
USED IN THE CITY'S
COLLECTIVE BARGAINING
ORDINANCE AND RECOGNIZE
CERTAIN RIGHTS FOR
PROFESSIONAL EMPLOYEES.

WHEREAS, Section 20-16(a) of the City Code
provides that the City's collective bargaining ordinance
for non-safety employees applies to "all nonconfidential,
non-supervisory, and nonexempt employees of the city and
its utilities..."; and

WHEREAS, no definitions have been provided for
the terms "Confidential Employee," "Exempt Employee," or
"Supervisory Employee";

WHEREAS, the City desires to afford its
professional employees the same rights available to
professional employees under the NLRA; and

NOW THEREFORE BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Sections 20-16(a) and 20-16(b) of
the City Code are hereby amended to read as follows:

(a) Application: This section shall apply to all
non-confidential and non-supervisory employees of
the City and its utilities (other than those
represented by the PBA, the FOP, and IAFF Local 124
who are subject to a different section). This
section shall apply to the City of Fort Wayne and
all of its boards, commissions, authorities,
divisions and departments. The following
definitions shall apply to this section:

(a)(1) "Confidential employee," for the
purposes of this section, shall mean an
employee:

- 1 A. who works in the city's personnel
office;
- 2 B. who has access to confidential or
3 discretionary information that may be
4 used by the city in negotiating a
collective bargaining agreement under
5 this section;
- 6 C. who works in a close and continuing
working relationship with:
 - 7 (1) an individual holding elective
8 office; or
 - 9 (2) individuals who represent the
city in negotiations under this
10 section;
- 11 D. whose:
 - 12 (1) functional responsibilities; or
 - 13 (2) knowledge;
14 concerning employee relations makes
the employee's membership in an
15 employee organization incompatible
with the employee's duties; or
- 16 E. who is the personal secretary of:
 - 17 (1) a division or department head;
or
 - 18 (2) an individual holding elected
19 office.
- 20 (a)(2) "Professional Employee," for the purposes of
21 this section, shall mean any employee engaged in
22 work (i) predominantly intellectual and varied in
character as opposed to routine mental, manual,
23 mechanical, or physical work; (ii) involving the
consistent exercise of discretion and judgment in
24 its performance; (iii) of such a character that
the output produced or the result accomplished
cannot be standardized in relation to a given period
25 of time; (iv) requiring knowledge of an advanced
type in a field of science or learning customarily
26 acquired by a prolonged course of specialized
intellectual instructions and study in an
27 institution of higher learning or a hospital, as
distinguished from a general academic education or
28 form an apprenticeship or from training in the
performance of routine mental, manual, or physical
processes.
- 29 (a)(3) "Safety Employee" shall mean a member
30 of either the City's Police or Fire Department
who is also a member of a police or fire
31 pension fund.
- 32 (a)(4) "Supervisory Employee," for the purposes
of this section, shall mean an individual
having authority in the interest of the city,
or its utilities, to hire, transfer, suspend,
lay off, recall, promote, discharge, assign,
reward, or discipline other employees, or
responsibility to direct other employees, or to
adjust employee grievances, or effectively to

1 recommend such action, if the exercise of the
2 authority is not of a merely routine or
3 clerical nature, but requires the use of
4 independent judgment.

5 (b) Rights of Employees: Non-confidential and non-
6 supervisory City employees shall have the right to
7 bargain collectively with and to be represented by
8 such labor organization or organizations as so
9 selected by a majority of City employees in an
10 appropriate bargaining unit. Professional employees
11 may be included in a bargaining unit containing non-
12 professional employees only if a majority of the
13 professional employees vote to be so included.
14 "Appropriate bargaining unit" shall be defined, for
15 purposes herein, as a group of employees
16 experiencing a commonality of work and job
17 functions. The Common Council, upon recommendation
18 of the Mayor, shall classify those positions that
19 are "confidential," "professional," or
20 "supervisory." In the event that an employee in
21 such a position and/or a bargaining agent for the
22 bargaining unit involved objects to such
23 classification as recommended by the Mayor, the
24 Common Council shall refer the dispute for mediation
25 as provided in Sec. 20-16(h)(3). If the dispute is
26 not resolved within thirty (30) days after it is
27 referred to the mediation panel, the Common Council
28 shall take action thereon which action shall be
29 final and shall not be subject to grievance or
30 arbitration.

31 SECTION 2. Any job position currently covered
32 by a collective bargaining agreement that would be
33 considered confidential or supervisory under these
34 definitions shall cease to be part of any bargaining unit
35 upon Common Council approval of such classification, and
36 no union fees shall thereafter be deducted from said
37 employee's paycheck. Professional employees shall cease
38 to be part of any current bargaining unit upon a majority
39 vote of such employees to cease being part of a unit that
40 includes nonprofessional employees.

41 SECTION 3. That this Ordinance shall be in full
42 force and effect from and after its passage and any and
43 all necessary approval by the Mayor and shall apply to all
44 agreements entered into after its effective date.

45 Clitus R. Edmonds
46 Council Member

47 APPROVED AS TO FORM
48 AND LEGALITY

49 J. Timothy McCauley
50 J. Timothy McCauley

Read the first time in full and on motion by Edmonds, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Regulation (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 3-10-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by _____, and duly adopted, placed on its passage.
PASSED ~~LOSS~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
92-3-13 TOTAL VOTES	<u>6</u>	<u>3</u>		
BRADBURY		<u>✓</u>		
EDMONDS		<u>✓</u>		
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO		<u>✓</u>		

DATED: 4-14-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____ (ZONING) _____ ORDINANCE RESOLUTION, NO. 9-16-92 on the 14th day of April, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of April, 1992, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of April, 1992, at the hour of 12:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE: HUMAN RESOURCES

SYNOPSIS OF ORDINANCE: Amend Special Ordinance S-69-96 as follows:

- 1. Adds Civil City Accounting positions as listed.**
- 2. Adds Communications Department positions as listed.**

EFFECTIVE OF PASSAGE: Adds Civil City Accounting positions and Communications Department positions to the 1997 Salary Ordinance.

EFFECT OF NON-PASSAGE: Position remain in Union.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

ASSIGNED TO COMMITTEE (PRESIDENT):

BILL NO. S-96-12-23

REPORT OF THE COMMITTEE ON FINANCE

JOHN N. CRAWFORD - DONALD J. SCHMIDT - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) amending Special Ordinance
No. S-69-96 which fixes the salaries of each and every appointed officer,
employee, deputy assistant, departmental and institutional head of the
Civil City and City Utilities of the City of Fort Wayne, Indiana, for the
year 1997

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Jim W. Crawford

Deedre Hage

D.J. Schmidt

Theresa H. Hager

Martin A. B. B.

Mark J. Brown

James E. Brown

Rebecca Brown

Clarence R. Edmonds

DATED: 1-14-97

Sandra E. Kennedy
City Clerk